

BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

RECEIVED
REGULATORY AUTH.

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EXECUTIVE SECRETARY
July 16, 2001

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

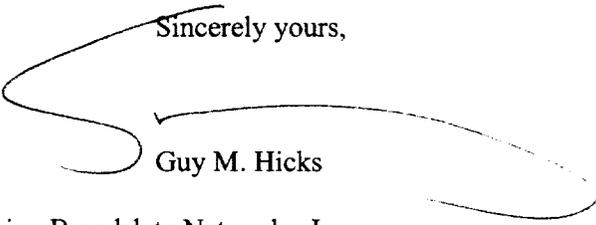
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Broadslate Networks, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. ~~01-00487~~ *01-00625*

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Broadslate Networks, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated April 13, 2001. The Amendment includes terms and conditions for Unbundled Copper Loop – Non-Designed.

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

cc: Director of Regulatory Affairs, Broadslate Networks, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Broadslate Networks, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~01-00487~~ *01-00625*

**PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND BROADSLATE NETWORKS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Broadslate Networks, Inc. ("Broadslate") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated April 13, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Broadslate and BellSouth state the following:

1. Broadslate and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Broadslate. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on June 5, 2001.

2. The parties have recently negotiated an Amendment to the Agreement which includes terms and conditions for Unbundled Copper Loop – Non-Designed. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Broadslate and BellSouth are submitting their Amendment to the TRA for its

consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Broadslate within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Broadslate and BellSouth aver that the Amendment is consistent with the standards for approval.

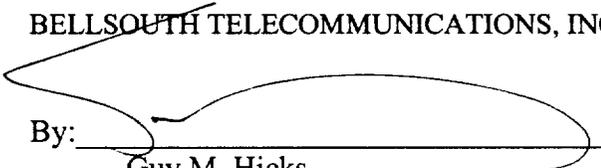
6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Broadslate and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This ~~16th~~ day of July, 2001.
17th

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

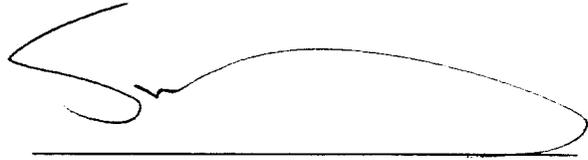
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the ~~16~~^{17th} day of July, 2001:

Director of Regulatory Affairs
Broadslate Networks, Inc.
630 Peter Jefferson Parkway, Suite 300
Charlottesville, Virginia 22911



Guy M. Hicks

UNBUNDLED COPPER LOOP – NON DESIGNED (UCL-ND)
AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND BROADSLATE NETWORKS
DATED APRIL 13, 2001

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, on behalf of its operating affiliates identified in Part C hereof collectively, ("Broadslate") a Delaware corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and Broadslate dated April 13, 2001 (the "Interconnection Agreement") in order to incorporate rates, terms and conditions for Unbundled Copper Loop-Non Designed (UCL-ND) set forth in a settlement agreement accepted by the Georgia Public Service Commission ("PSC") in Docket Number 11900-U on April 3, 2001 ("Settlement Agreement");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and Broadslate hereby covenant and agree as follows:

1. Attachment 2 of the Interconnection Agreement is hereby amended to include the terms and conditions for UCL-ND as set forth below:

- 1.1. The UCL-ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.
- 1.2. The UCL-ND will be provisioned according to the specifications for the UCL-ND set forth in BellSouth's TR73600.

- 1.3. The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, Broadslate can request Loop Make Up for which additional charges would apply.
- 1.4. Since this loop is not provisioned with a test point, BellSouth is unable to perform remote testing on the UCL-ND. Accordingly, Broadslate agrees to: (i) test and isolate trouble to the BellSouth portion of the UCL-ND before reporting a trouble to BellSouth; (ii) provide the results of such testing when reporting a trouble to BellSouth; and (iii) pay the costs of a BellSouth dispatch if Broadslate reports a trouble on the UCL-ND and no trouble is found on BellSouth's portion of the UCL-ND.
- 1.5. BellSouth will perform continuity validation on UCL-ND loops which require a dispatch to provision prior to order completion.
- 1.6. At an additional charge, BellSouth also will make available Loop Testing so that Broadslate may request further testing on the UCL-ND. The rates for Loop Testing are as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN attached hereto and incorporated herein by this reference. The Loop Testing rates in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee are interim subject to retroactive true-up once the public service commissions in those states establish Loop Testing rates.
- 1.7. UCL-ND loops are not intended to support any particular service and may be utilized by Broadslate to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 1.8. The UCL-ND will be delivered to Broadslate's collocation space via a cross-connect. This cross-connect element will be provisioned as a part of BellSouth's Collocation offering.
- 1.9. Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth's facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.
- 1.10. Broadslate may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as

UCL-ND could be transformed into loops that do qualify, using the ULM process.

- 1.11. The provisioning interval for the UCL-ND will be listed in BellSouth's Interval Guide.
- 1.12. Cancellation and Expedite charges may be applied according the terms and conditions of Broadslate's interconnection agreement.
- 1.13 When BellSouth provisions a UCL-ND, BellSouth will take necessary steps to identify the pair as an xDSL compatible loop. As such when making modifications to its network, BellSouth will maintain the same specified physical characteristics of the UCL-ND in accordance with TR73600 until the loop is disconnected by the CLEC or the end-user.

2. Those rates, terms and conditions in the Settlement Agreement accepted by the Georgia PSC in Docket No. 11900-U for UCL-ND are as set forth in Exhibit 1-GA. attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates for the UCL-ND in Georgia are interim subject to retroactive true-up once the Georgia PSC establishes permanent rates for the UCL-ND.

3. The UCL-ND will be made available in Alabama, Florida, Kentucky, Louisiana, Mississippi, and South Carolina at the rates as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, and Exhibit 1-SC attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates for the UCL-ND in Alabama, Florida, Kentucky, Louisiana, Mississippi, and South Carolina are interim subject to retroactive true-up once the public service commissions in those states establish recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 unbundled loop, which shall be used as a surrogate for the UCL-ND. The SL-1 rates will cease to be used as a surrogate for the UCL-ND as soon as a public service commission has been provided a cost study for the UCL-ND and expressly approves a rate for the UCL-ND.

4. The UCL-ND will be made available in North Carolina and Tennessee using the commission-approved rates for the SL-1 loop as a surrogate as set forth in Exhibit 1-NC and Exhibit 1-TN attached hereto and incorporated herein by this reference. The recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 loop will cease to be used as a surrogate for the UCL-ND as soon as a public service commission has been provided a cost study for the UCL-ND and expressly approves a rate for the UCL-ND.

5. The rates for each state in Exhibit C of Attachment 2 of the Interconnection Agreement are hereby amended to include the rates and rate elements for UCL-ND as set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN attached hereto.

1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN attached hereto.

6. Any rate in the Interconnection Agreement that is not expressly replaced by the rates set forth in Exhibit 1-AL, Exhibit 1-FL, Exhibit 1-GA, Exhibit 1-KY, Exhibit 1-LA, Exhibit 1-MS, Exhibit 1-NC, Exhibit 1-SC and Exhibit 1-TN as described in paragraphs 2, 3 and 4 above shall remain in full force and effect in accordance with the terms of the Interconnection Agreement.

7. The Parties agree that all of the other provisions of the Interconnection Agreement, dated April 13, 2001, shall remain in full force and effect.

8. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the applicable PSC or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

This Amendment is made effective upon the date that it is signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

CW Boltz
BellSouth Telecommunications, Inc.

By: C.W. Boltz

Title: MANAGING DIRECTOR

Date: 5/9/01

Earle A. Mackenro
Broadslate Networks, Inc.

By: EARLE A. MACKENRO

Title: President

Date: 5/7/01

Part C

Broadslate Networks of Alabama, Inc.

Broadslate Networks of Georgia, Inc.

Broadslate Networks of Florida, Inc.

Broadslate Networks of Kentucky, Inc.

Broadslate Netowrks of Mississippi, Inc.

Broadslate Networks of North Carolina, Inc.

Broadslate Networks of South Carolina, Inc.

Broadslate Networks of Tennessee, Inc.

Page Accepted

A handwritten signature in black ink, appearing to be 'E. M.', written over a horizontal line.

041201

Unbundled Network Elements
ALABAMA

| UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | Rec | RATES | | OSS RATES | | | | | |
|---|---------|------|-----|-------|---------|--------------|----------|--------------------------------------|--------------------------------------|--|--|--|--|
| | | | | | | Nonrecurring | | Svc Order Submitted Manually per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l |
| | | | | | | First | Add'l | | | | | | |
| UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | |
| 2-Wire Unbundled Copper Loop - Non Designed - Zone 1 | I | 1 | UEQ | UEQ2X | \$11.01 | \$44.69 | \$22.40 | \$7.06 | \$3.50 | \$27.37 | \$12.97 | | |
| 2-Wire Unbundled Copper Loop - Non Designed - Zone 2 | I | 2 | UEQ | UEQ2X | \$12.67 | \$44.69 | \$22.40 | \$7.06 | \$3.50 | \$27.37 | \$12.97 | | |
| 2-Wire Unbundled Copper Loop - Non Designed - Zone 3 | I | 3 | UEQ | UEQ2X | \$20.22 | \$44.69 | \$22.40 | \$7.06 | \$3.50 | \$27.37 | \$12.97 | | |
| Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop) | I | | UEQ | USBMC | | \$51.29 | \$51.29 | | | | | | |
| Engineering Information Document | I | | UEQ | UEQ | | \$28.75 | \$28.75 | | | | | | |
| Loop Testing - Basic 1st Half Hour | I | | UEQ | URET1 | | \$78.92 | \$78.92 | | | | | | |
| Loop Testing - Basic Additional Half Hour | I | | UEQ | URETA | | \$23.33 | \$23.33 | | | | | | |
| Loop Testing - Overtime 1st Half Hour | I | | UEQ | UEQ | | \$102.99 | \$102.99 | | | | | | |
| Loop Testing - Overtime Additional Half Hour | I | | UEQ | UEQ | | \$30.31 | \$30.31 | | | | | | |
| Loop Testing - Premium 1st Half Hour | I | | UEQ | UEQ | | \$127.04 | \$127.04 | | | | | | |
| Loop Testing - Premium Additional Half Hour | I | | UEQ | UEQ | | \$37.28 | \$37.28 | | | | | | |

Unbundled Network Elements
FLORIDA

| UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | RATES | | | OSS RATES | | | | | | |
|---|---------|------|-----|-------|---------|--------------|----------|--|--------------------------------------|---|--|--|-------|-------|
| | | | | | Rec | Nonrecurring | | Svc Order Submitted Elec. Manually per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs Electronic Add'l | Incremental Charge - Manual Svc Order vs Electronic Disc 1st | Incremental Charge - Manual Svc Order vs Electronic Disc Add'l | | |
| | | | | | | First | Add'l | | | | | | First | Add'l |
| UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | |
| 2-Wire Unbundled Copper Loop - Non Designed Zone 1 | 1 | 1 | UEQ | UEQ2X | \$11.01 | \$44.69 | \$22.40 | \$25.65 | \$7.06 | -\$3.50 | \$19.99 | | | |
| 2-Wire Unbundled Copper Loop - Non Designed Zone 2 | 1 | 2 | UEQ | UEQ2X | \$12.67 | \$44.69 | \$22.40 | \$25.65 | \$7.06 | \$3.50 | \$19.99 | | | |
| 2-Wire Unbundled Copper Loop - Non Designed Zone 3 | 1 | 3 | UEQ | UEQ2X | \$20.22 | \$44.69 | \$22.40 | \$25.65 | \$7.06 | \$3.50 | \$19.99 | | | |
| Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop) | | | UEQ | USBMC | | \$16.31 | \$16.31 | | | | | | | |
| Engineering Information Document | | | UEQ | UEQ | | \$28.77 | \$28.77 | | | | | | | |
| Loop Testing - Basic 1st Half Hour | | | UEQ | URET1 | | \$78.92 | \$78.92 | | | | | | | |
| Loop Testing - Basic Additional Half Hour | | | UEQ | URETA | | \$23.33 | \$23.33 | | | | | | | |
| Loop Testing - Overtime 1st Half Hour | | | UEQ | UEQ | | \$102.99 | \$102.99 | | | | | | | |
| Loop Testing - Overtime Additional Half Hour | | | UEQ | UEQ | | \$30.31 | \$30.31 | | | | | | | |
| Loop Testing - Premium 1st Half Hour | | | UEQ | UEQ | | \$127.04 | \$127.04 | | | | | | | |
| Loop Testing - Premium Additional Half Hour | | | UEQ | UEQ | | \$37.28 | \$37.28 | | | | | | | |

Unbundled Network Elements
MISSISSIPPI

| UNBUNDLED NETWORK ELEMENT | Intrm | Zone | BCS | USOC | RATES | | OSS RATES | | | | | | | |
|---|-------|------|-----|-------|---------|-------------|-----------|----------------------------------|--------------------------------------|--|---|---|--|-------|
| | | | | | Rec | Nonrecuring | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add1 | Incremental Charge - Manual Svc Order vs. Electronic-Disc | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1 | |
| | | | | | | First | Add1 | | | | | | | First |
| UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | | |
| 2-Wire Unbundled Copper Loop - Non Designed Zone 1 | | 1 | UEQ | UEQ2X | \$11.01 | \$44.69 | \$22.40 | \$7.06 | \$3.50 | \$25.52 | \$11.34 | | | |
| 2-Wire Unbundled Copper Loop - Non Designed Zone 2 | | 2 | UEQ | UEQ2X | \$12.67 | \$44.69 | \$22.40 | \$7.06 | \$3.50 | \$25.52 | \$11.34 | | | |
| 2-Wire Unbundled Copper Loop - Non Designed Zone 3 | | 3 | UEQ | UEQ2X | \$20.22 | \$44.69 | \$22.40 | \$7.06 | \$3.50 | \$25.52 | \$11.34 | | | |
| 2-Wire Unbundled Copper Loop - Non Designed Zone 4 | | 4 | UEQ | UEQ2X | \$20.22 | \$44.69 | \$22.40 | \$7.06 | \$3.50 | \$25.52 | \$11.34 | | | |
| Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop) | | | UEQ | USBMC | | \$50.29 | \$50.29 | | | | | | | |
| Engineering Information Document | | | UEQ | URET1 | | \$28.72 | \$28.72 | | | | | | | |
| Loop Testing - Basic 1st Half Hour | | | UEQ | URETA | | \$78.92 | \$78.92 | | | | | | | |
| Loop Testing - Basic Additional Half Hour | | | UEQ | | | \$23.33 | \$23.33 | | | | | | | |
| Loop Testing - Overtime 1st Half Hour | | | UEQ | | | \$102.99 | \$102.99 | | | | | | | |
| Loop Testing - Overtime Additional Half Hour | | | UEQ | | | \$30.31 | \$30.31 | | | | | | | |
| Loop Testing - Premium 1st Half Hour | | | UEQ | | | \$127.04 | \$127.04 | | | | | | | |
| Loop Testing - Premium Additional Half Hour | | | UEQ | | | \$37.28 | \$37.28 | | | | | | | |

Unbundled Network Elements
SOUTH CAROLINA

| UNBUNDLED NETWORK ELEMENT | Interim | Zone | BCS | USOC | Rec | RATES | | OSS RATES | | | | | |
|---|---------|------|-----|-------|---------|--------------|----------|----------------------------------|--------------------------------------|---|--|--|-------|
| | | | | | | Nonrecurring | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs Electronic-Add'l | Incremental Charge - Manual Svc Order vs Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l | |
| | | | | | | First | Add'l | | | | | | First |
| UNBUNDLED EXCHANGE ACCESS LOOP | | | | | | | | | | | | | |
| 2-Wire Unbundled Copper Loop - Non Designed Zone 1 | 1 | 1 | UEQ | UEQ2X | \$11.01 | \$44.69 | \$22.40 | \$25.65 | \$7.06 | \$3.50 | \$44.22 | \$13.55 | |
| 2-Wire Unbundled Copper Loop - Non Designed Zone 2 | 1 | 2 | UEQ | UEQ2X | \$12.67 | \$44.69 | \$22.40 | \$25.65 | \$7.06 | \$3.50 | \$44.22 | \$13.55 | |
| 2-Wire Unbundled Copper Loop - Non Designed Zone 3 | 1 | 3 | UEQ | UEQ2X | \$20.22 | \$44.69 | \$22.40 | \$25.65 | \$7.06 | \$3.50 | \$44.22 | \$13.55 | |
| Order Coordination for 2-Wire Unbundled Copper Loop - Non Designed (per loop) | | | UEQ | USBMC | | \$62.10 | \$62.10 | | | | | | |
| Engineering Information Document | | | UEQ | | | \$28.82 | \$28.82 | | | | | | |
| Loop Testing - Basic 1st Half Hour | | | UEQ | URET1 | | \$78.92 | \$78.92 | | | | | | |
| Loop Testing - Basic Additional Half Hour | | | UEQ | URETA | | \$23.33 | \$23.33 | | | | | | |
| Loop Testing - Overtime 1st Half Hour | | | UEQ | | | \$102.99 | \$102.99 | | | | | | |
| Loop Testing - Overtime Additional Half Hour | | | UEQ | | | \$30.31 | \$30.31 | | | | | | |
| Loop Testing - Premium 1st Half Hour | | | UEQ | | | \$127.04 | \$127.04 | | | | | | |
| Loop Testing - Premium Additional Half Hour | | | UEQ | | | \$37.28 | \$37.28 | | | | | | |

